

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF
BON MARCHÉ GROUP LIMITED (the "Company")

(Pursuant to Section 381A of the Companies Act 1985) (the "Act")

Date passed 25 جڙين 2002

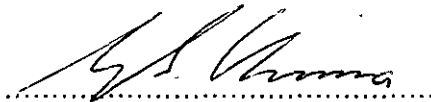
Pursuant to Section 381A of the Act we, the undersigned, being all the members of the Company who at the date of this resolution would be entitled to attend and vote at general meetings of the Company, **HEREBY RESOLVE** that the following Resolutions be passed as **SPECIAL RESOLUTIONS**:

- 1 That the authorised share capital of the Company be and is hereby increased by US\$75,000 by the creation of 500,000 "B" Ordinary Shares of US\$0.15 each in the capital of the Company, having attached to them the rights and restrictions set out in the Articles of Association of the Company as amended by resolution 4 below.
- 2 That the Directors be and are hereby generally and unconditionally authorised in addition to any existing authority in accordance with Section 80 of the Act to exercise all the powers of the Company to allot relevant securities (as defined in Section 80(2) of the Act) up to the amount of the unissued share capital of the Company as increased pursuant to resolution 1 above provided that this authority shall expire five years from the date on which this resolution is passed unless previously varied, revoked or renewed by the Company in general meeting and provided that the Company shall be entitled prior to the expiry of such authority to make any offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities pursuant to such offer or agreement as if the authority had not expired.
- 3 That up to 400,000 Ordinary Shares of £0.10 each and 100,000 'A' Ordinary Shares of £0.10 each in the capital of the Company be reclassified as Deferred Shares of £0.10 each having the rights and restrictions set out in the Articles of Association of the Company as amended by resolution 4 below.
- 4 That the Articles of Association annexed to this resolution be adopted as the new Articles of Association of the Company to the exclusion of all others.



- 5 That the Directors be and are hereby authorised to capitalise an amount up to £50,000 being part of the sum standing to the credit of the profit and loss account of the Company, and to appropriate such amount to those holders of the Ordinary Shares and the "A" Ordinary Shares in the Company's capital that elect to participate in such bonus issue (the "**Bonus Issue**") and to apply the same in paying up in full at par using the exchange rate of £1-US\$1.50 the unissued "B" Ordinary Shares, such shares to be allotted credited as fully paid to those holders in proportion to the number of "A" Ordinary or Ordinary Shares respectively registered in their names at the date of the passing of this Resolution in respect of which they elect to participate in the Bonus Issue.

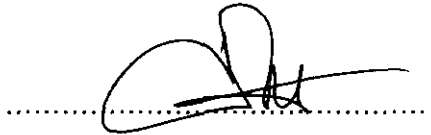
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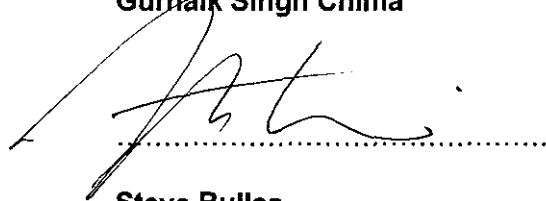
Gurchait Singh Chima



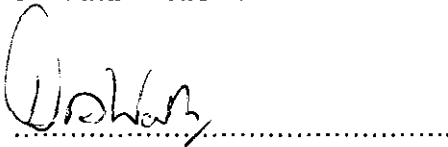
Gurnaik Singh Chima



Jonathan Fellows



Steve Bullas



David Walker

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FIS Nominee Limited

(acting by its authorised signatory ISIS Capital plc
acting by its duly authorised attorney **Mark Advani**)

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FIS Private Equity 2001 GmbH & Co Beteiligungs KG

(acting by its authorised signatory ISIS Capital plc
acting by its duly authorised attorney **Mark Advani**)

- 5 That the Directors be and are hereby authorised to capitalise an amount up to £50,000 being part of the sum standing to the credit of the profit and loss account of the Company, and to appropriate such amount to those holders of the Ordinary Shares and the "A" Ordinary Shares in the Company's capital that elect to participate in such bonus issue (the "**Bonus Issue**") and to apply the same in paying up in full at par using the exchange rate of £1-US\$1.50 the unissued "B" Ordinary Shares, such shares to be allotted credited as fully paid to those holders in proportion to the number of "A" Ordinary or Ordinary Shares respectively registered in their names at the date of the passing of this Resolution in respect of which they elect to participate in the Bonus Issue.

Dated 2002

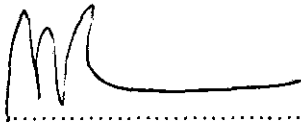
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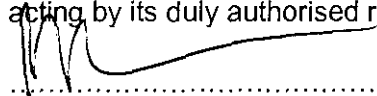
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FIS Nominee Limited

(acting by its authorised signatory ISIS Capital plc
acting by its duly authorised representative **Mark Advani**)



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(acting by its authorised signatory ISIS Capital plc
acting by its duly authorised attorney **Mark Advani**)

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

BON MARCHÉ GROUP LIMITED

(Adopted by special resolution passed on 25 June 2002)

1. PRELIMINARY

1.1 In these articles:-

"Acquisition Agreement" means the agreement between the Company and each of Gurnaik Chima, Gurchait Chima, the Gurchait Chima Trust and the Gurnaik Chima Trust for the acquisition of the entire issued share capital of Bon Marché Holdings Limited

"Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

"Bad Leaver" means an Employee Member who ceases to be a director or employee of the Company or any of its subsidiaries and does not continue in either capacity in relation to any of them and such cessation occurs for one of the following reasons:

- (i) dismissal of the Employee Member at any time arising from fraud or gross misconduct on the part of the Employee Member; or
- (ii) where the cessation occurs less than 3 years after the date of adoption of these Articles as a result of the voluntary resignation of the Employee Member

"Benefits" means all salary, fees and bonuses including sums paid by way of expenses allowance (if taxable), pension contributions, sums paid under long term incentive schemes and the cash value of benefits in kind

"Board" means the board of directors of the Company for the

time being

"Connected Person"	has the meaning attributed by section 839 Income and Corporation Taxes Act 1988
"Controlling Interest"	means an interest in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company taking account of restrictions on voting rights contained in the articles of association of that company
"Deferred Shares"	means the deferred shares of £0.10 each in the capital of the Company
"Defined Group"	means Friends Ivory & Sime Private Equity plc and its subsidiaries and any partnership of which any of them is general partner, manager or adviser, any unit trust or fund of which any of them is trustee, manager, adviser or general partner and any unit trust, partnership or fund the managers of which are advised by any of them, in each case from time to time
"Employee Member"	means a person, other than Gurnaik Chima or Gurchait Chima, who is or has been a director and/or an employee of the Company or any of its subsidiaries
"Employee Trust"	means a trust approved by the holders of 75% of the A ordinary shares and whose beneficiaries are the bona fide employees of the Company or any of its subsidiaries
"Equity Shares"	means the A ordinary shares of £0.10 and the ordinary shares of £0.10 and the B ordinary shares of US\$0.15 in the capital of the Company
"Family Trust"	<p>means a trust where at least one of the trustees is a professional trustee (including a solicitor or chartered accountant or member of an equivalent professional body) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of:-</p> <p>(a) that settlor and/or a Privileged Relation of that settlor; or</p> <p>(b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities);</p> <p>and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor; and "settlor" includes a testator or an intestate in relation</p>

	to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member
"Group"	means the Company and its subsidiaries from time to time, any parent company of the Company and any subsidiaries from time to time of such parent company (each a "Group Company")
"ICTA"	means the Income and Corporation Taxes Act 1988
"Independent Expert"	means an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales
"Index Linked"	means in relation to any figure increased on 30 June in each year (the "review date") the first such increase (if any) to take place on 30 June 2002 by the percentage increase (if any) in the All Items Index of Retail Prices ("RPI") as published in the Gazette issued by the Office for National Statistics (or by any government department upon which duties in connection in the RPI may have devolved) on such date over the RPI figure for the date 12 months prior to the review date (or, in the case of the first review date, over the RPI figure on the date of this Agreement). If there is any change after the date of this Agreement in the reference used to compile the RPI, the RPI figure at any subsequent review date shall be that which would have been shown if the reference used now had been retained
"Institutional Investor"	means any person whose business is (whether in whole or in part) to make, manage or advise on investments
"Investment Agreement"	means the agreement for loan note and subscription entered into or to be entered into between the Company (1) the Managers (as defined therein) (2) Friends Ivory & Sime Private Equity plc (3) the Investor (as defined therein) (4) and FIS Nominees Limited (5)
"Investor Director"	means a director appointed pursuant to Article 13
"Investor"	means each of the Investors as at the date of the Investment Agreement and any person who is or becomes an Investor for the purposes of the Investment Agreement, or any nominee of an Investor or of any such person. The expression "member of an Investor's Group" shall mean an Investor, any subsidiary of that Investor and any holding company of that Investor and any subsidiary of such holding company and any nominee of any of the foregoing and "Investor's Group" or "Group" shall be construed accordingly

"Loan Notes"	means the £7,200,000 principal sum variable rate unsecured loan notes 2006 of the Company constituted by an instrument of even date with the adoption of these Articles
"Manager"	has the meaning given in the Investment Agreement
"Material Underperformance"	means circumstances where the Company is in breach of the covenants contained in clause 20 of the Senior Loan Agreement whether the Bank has notified such default or not and the Company has failed to rectify such breach within 14 days of receipt of written notice from the Investors notifying the Company of such breach
"Net Profit"	means the profit on ordinary activities after taxation and interest of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1,000) but adjusted by adding back any amortisation of goodwill
"Original Members"	means persons who were members of the Company on the date of the adoption of these articles and the Privileged Relations and Family Trusts of such members
"Original Shareholding"	in relation to any holder of shares means the aggregate number of A Ordinary or Ordinary Shares (as the case may be) held by that person immediately following completion of the Investment Agreement, together with any further shares deriving therefrom, whether pursuant to any bonus or other rights issue, subdivision or consolidation of shares or otherwise
"Privileged Relation"	means the spouse or widow or widower or parent or sibling of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children
"Senior Bank"	means the Governor and Company of the Bank of Scotland
"Senior Loan Agreement"	the agreement for term loan and multicurrency revolving loan facilities between the Company (1) the Company and certain of its subsidiaries (as original borrowers and original charging companies) (2) the Governor and Company of the Bank of Scotland (as arranger, agent and security trustee (3) and the Governor and Company of the Bank of Scotland and Girobank plc (as original lenders) (4) of even date with the date of adoption of these Articles (as amended from time to time)
"Specified Price"	(a) means the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or transferees or his or their

nominees for any other shares in the Company plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash or by securities listed on a recognised investment exchange (as that term is defined in section 207 Financial Services Act 1986) the holders of the A ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them with the holders of 75% or more of the Ordinary Shares and the B Ordinary Shares (as if the same constituted one class of share) having regard to the substance of the transaction as a whole; plus a sum equal to any arrears or accruals of the dividends on such share calculated down to the date of sale or transfer. In the event of disagreement the calculation of the Specified Price shall be referred to an Independent Expert whose decision shall be final and binding

"Table A"

means Table A in the Companies (Tables A – F) Regulations 1985 as amended by the Companies (Tables A – F) (Amendment) Regulations 1985

"Termination Date"

means:-

- (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;
- (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;
- (c) where the Employee Member concerned is a director but not an employee, the date on which the contract for the provision of his services (whether entered into directly with him or with a third party) with the Company is terminated; and
- (d) in any other case, the date on which the contract of employment is terminated

"voting rights"

shall be construed in accordance with section 736(A) of the Act

- 1.2 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.

- 1.3 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive), 110 and 118 of Table A shall not apply to the Company.
- 1.4 The following regulations of Table A shall as incorporated into the Company's articles be amended in the following manner:
- (a) add the following words at the end of regulation 5:

"or in the case of a share warrant in the bearer for the time being"
 - (b) add the word "registered" before the word "member" every time the word "member" appears in regulations 6, 29, 30 and 31.
- 1.5 Article 23 of Table A shall not apply to any shares in the capital of the Company in respect of which share warrants to bearer have been issued, such shares being transferable only by delivery of the share warrant.
- 1.6 Words and expressions defined in the Investment Agreement shall have the same meaning when used in these articles unless a contrary intention appears.

2. SHARE CAPITAL

The authorised share capital of the company as at the date of these Articles is the aggregate of:

- (a) £10,000,000 divided into 100,000 A Ordinary Shares of £0.10 each and 99,900,000 Ordinary Shares of £0.10 each; and
- (b) US\$75,000 divided into 500,000 B Ordinary Shares of US\$0.15 each (the "**B Ordinary Shares**");

The rights attaching to the respective classes of shares shall be as follows:-

2.1 Income

The profits of the Company available for distribution shall be applied as follows:-

- 2.1.1 first in paying to the holders of the A Ordinary Shares, the B Ordinary Shares and the Ordinary Shares (pari passu as if they constituted the same class of share) in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as the "**Participating Dividend**") of a sum equal to the following percentages of the Net Profit of the Company and its subsidiaries for the relevant financial year:

Year	Percentage
y/e 31 January 2002	nil
y/e 31 January 2003	20%
y/e 31 January 2004	20%
y/e 31 January 2005 and all subsequent years	25%

The holders of A Ordinary Shares, B Ordinary Shares and Ordinary Shares shall be entitled to Participating Dividend in proportion to the respective number of A Ordinary Shares, B Ordinary Shares and Ordinary Shares in issue at the commencement of the financial year of the Company in respect of which the dividend is payable.

The Participating Dividend (if any) shall be paid not later than 30 days after the earlier of 4 months after the end of each successive accounting reference period of the Company or the date on which the audit report on the accounts of the Company for such period is signed by the Company's auditors.

2.1.2 no further dividend shall be declared or paid to the holders of A Ordinary Shares, B Ordinary Shares or Ordinary Shares in respect of any financial year of the Company unless and until:-

- (a) the Participating Dividend (if any) has been paid in full in respect of that financial year and in respect of all previous financial years of the Company; and
- (b) the holders of 75% or more of the A Ordinary Shares have consented in writing.

2.1.3 every dividend shall unless otherwise provided accrue on a daily basis.

2.1.4 unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Participating Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend calculated on the basis of the management accounts of the Company and its subsidiaries at the relevant year end. The next and (if appropriate) any subsequent Participating Dividend shall be adjusted to take account of any overpayment or underpayment in respect of the said interim dividend which becomes apparent when the audited accounts are available.

2.1.5 the Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Participating Dividend.

2.2 Capital

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- 2.2.1 first in paying to the holders of the A Ordinary Shares, B Ordinary Shares and Ordinary Shares (pari passu as if the same constituted one class of share) the sum paid up or credited as paid up on each such share together with a sum equal to any arrears or accruals of the Participating Dividend calculated down to the date of the return of capital;
- 2.2.2 subject to Article 2.2.3 the balance of such assets shall be distributed amongst the holders of the A Ordinary Shares, B Ordinary Shares and Ordinary Shares (pari passu as if the same constituted one class of share); and
- 2.2.3 in the event that on any such return of capital the holders of each of the A Ordinary Shares, B Ordinary Shares and Ordinary Shares shall have received a distribution equivalent to £10,000,000 for each such share, the Company's assets shall be applied in paying to the holders of the Deferred Shares the sum paid up or credited as paid up on each such share following which any surplus shall be distributed to the holders of the A Ordinary Shares, B Ordinary Shares and Ordinary Shares (pari passu as if the same constituted one class of share).

3. CLASS RIGHTS

- 3.1 Whenever the capital of the company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75% of the issued shares of that class.
- 3.2 Without prejudice to the generality of Article 3.1, the special rights attached to the A Ordinary Shares shall be deemed to be varied:-
 - 3.2.1 by the grant of any option or other right to subscribe for shares or any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
 - 3.2.2 by the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company; or
 - 3.2.3 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries; or
 - 3.2.4 by the application by way of capitalisation of any sum in or towards paying up any share or loan capital of the Company; or
 - 3.2.5 by the redemption of any of the Company's shares (otherwise than pursuant to these articles) or by the entering into of a contract by the Company to purchase any of its shares.

4. LIEN

The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

5. CALLS

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the company by reason of such non-payment".

6. TRANSFER OF SHARES

- 6.1 The Board shall refuse to register any transfer of shares made in contravention of the provisions of these articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.
- 6.2 Save for transfers pursuant to Articles 7 or 9 no Ordinary Shares or A Ordinary Shares or B Ordinary Shares or Deferred Shares may be transferred unless:-
- 6.2.1 the prior written consent of the holders of two thirds in number of the Equity Shares (excluding those Equity Shares held by the proposing transferor) has been obtained; and
- 6.2.2 the proposed transferee has entered into an agreement to be bound by the Investment Agreement in the form required by that agreement.
- 6.3 A reference in these articles to a transfer of shares shall include a transfer of any interest in shares (whether legal, beneficial or otherwise) and these articles shall take effect accordingly.

7. PERMITTED TRANSFERS

7.1 Permitted transfers from an Employee Trust

Notwithstanding any other provision of these articles the trustee or trustees of an Employee Trust may at any time transfer all or any shares to an Employee Member at a price not less than the price paid per share by the Employee Trust.

7.2 Permitted transfers to relations and Family Trusts

Notwithstanding any other provision in these articles (other than Article 7.6, to which this Article 7.2 and Article 7.3 are subject) any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor **PROVIDED** that in the case of a transfer to a Family Trust (i) the directors are satisfied that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company and (ii) the first-named trustee in the Company's register of members shall at all times be the professional trustee.

7.3 Permitted transfers by Family Trusts

Where any shares are held by trustees upon a Family Trust:-

- 7.3.1 on any change of trustees such shares may be transferred to the new trustees of that Family Trust (provided that the first-named trustee in the Company's register of members shall at all times be the professional trustee); and
- 7.3.2 such shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor (provided that the first-named trustee in the Company's register of members shall at all times be the professional trustee) or to any Privileged Relation of the settlor.

7.4 Permitted transfers by Investors

Notwithstanding any other provision in these articles the following transfers may be made without restriction as to price or otherwise and any such transfers shall be registered by the directors:-

- 7.4.1 any holder of A Ordinary Shares which is a body corporate may transfer any shares (and/or any interest in shares) to its ultimate parent company or any other body corporate controlled, directly or indirectly, by it or its ultimate parent company **PROVIDED ALWAYS THAT** the transferee gives an undertaking to the Company that in the event of any such body corporate ceasing to be controlled, directly or indirectly, by the original shareholder or such ultimate parent company immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled (for which purposes "control" has the same meaning as in section 840 of the Income and Corporation Taxes Act 1988 Section 840);
- 7.4.2 Any shares which are held by or on behalf of an Investment Trust (as defined in chapter 21 of the Listing Rules published by the UK Listing Authority) whose shares are listed on the Official List of the UK Listing Authority may be transferred to another such Investment Trust:
 - (a) whose shares are also so listed; and
 - (b) which is managed by the same management company as the transferor or by a holding company of such management company or any subsidiary company of such holding company;
- 7.4.3 any A Ordinary Shares (and any interest therein) may be transferred or disposed of to any member of the Defined Group or to any trustee for any such member;
- 7.4.4 any A Ordinary Shares (and any interest therein) held by or on behalf of a unit trust or partnership or other unincorporated association or fund may be transferred or disposed of to the holder or holders of units in such unit trust or partners in such partnership or members of such unincorporated association or investors in such fund from time to time or to trustees for any such person subject to the written approval of the Investor Director;
- 7.4.5 any holder of A Ordinary Shares which is a nominee or trustee, whether directly or indirectly, for an approved scheme or schemes as defined in section 612 of the Income and Corporation Taxes Act 1988 Section 612 may transfer any shares to any other nominee or trustee, whether direct or indirect, for the same approved scheme or schemes;
- 7.4.6 any A Ordinary Shares held by a nominee or trustee of a partnership may be transferred to the partnership or to any new nominee or trustee for such partnership;

- 7.4.7 any A Ordinary Shares held by or on behalf of a partnership, unit trust, investment trust, unincorporated association or other fund or corporation may be transferred to another partnership, unit trust, investment trust, unincorporated association or other fund or corporation which is managed or advised by the same manager or adviser as the transferor or by a holding company of such manager or adviser or any subsidiary company of such holding company;
- 7.4.8 FIS Private Equity 2001 LP (and any of its permitted transferees pursuant to this Article 7.4) shall be entitled to transfer up to one quarter of its Original Shareholding to an Institutional Investor (or its nominee) subject to the prior written consent of the holders of 75% or more of the Ordinary Shares (such consent not to be unreasonably withheld or delayed), and subject to the foregoing any Institutional Investor (or its nominee) may transfer any A Ordinary Shares to another Institutional Investor (or its nominee) but only with the prior written consent of both the Investor Director and the holders of 75% or more of the Ordinary Shares (and such consent may be withheld at the discretion of the holders of the relevant Ordinary Shares).

7.5 Transfers to other Ordinary Shareholders

Notwithstanding any other provision in these articles (other than Article 7.6 and Article 7.8, to which this Article 7.5 is subject) the following transfers may be made without restriction as to price or otherwise and any such transfers shall be registered by the directors:

- 7.5.1 Gurchait Chima, Gurnaik Chima and David Walker may each transfer up to two thirds of their Original Shareholding to any other member holding Ordinary Shares or B Ordinary Shares;
- 7.5.2 Steve Bullas and Jonathan Fellows may each transfer up to half his Original Shareholding to any other member holding Ordinary Shares or B Ordinary Shares.

- 7.6 Notwithstanding any other provision of these Articles, no transfer (other than a transfer pursuant to Article 8.13) shall be permitted (and the directors shall refuse to register any such transfer) which has the result of reducing the number of Ordinary Shares or B Ordinary Shares held by each of Gurchait Chima or Gurnaik Chima or either of their Privileged Relations or Family Trusts or the nominees of any of them (in each case immediately following such transfer) below a number equivalent to one third of their respective Original Shareholdings.

7.7 Transfers to the Company

Any holder of shares may at any time transfer shares to the Company in accordance with the Act and these articles.

7.8 Transfers with shareholder approval

Notwithstanding any other provisions of these articles a transfer of any shares approved by the holders of 75% of the Ordinary Shares, the holders of 75% of the B Ordinary Shares and the holders of 75% of the A Ordinary Shares may be made without restriction as to price or otherwise and any such transfer shall be registered by the directors.

7.9 Mandatory transfer if trust ceases to be a "Family Trust"

If and whenever any shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) or there cease to be any beneficiaries of the Family

Trust other than a charity or charities a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred.

For the purposes of this sub-article the expression "**relevant shares**" means and includes the shares originally subscribed for by or transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

7.10 **Mandatory transfer on cessation of employment**

Transfers under this sub-article are in these articles referred to as Compulsory Employee Transfers. An Employee Member the subject of a Compulsory Employee Transfer shall be treated as a Vendor (as hereinafter defined) for those purposes. If an Employee Member ceases to be a director or employee of the Company or any of its subsidiaries and does not continue in either capacity in relation to any of them, Transfer Notices shall be deemed to have been served on the relevant Termination Date in respect of:-

7.10.1 all shares then held by the Employee Member; and

7.10.2 all shares then held by the Employee Member's Privileged Relations and/or Family Trusts (other than shares which the directors are satisfied were not acquired by such holders either (i) directly or indirectly from the Employee Member or (ii) by reason of their connection with the Employee Member, and the decision of the Board in this respect will be final).

PROVIDED THAT:-

7.10.3 any shares which are the subject of a Deemed Transfer Notice shall, until transferred, not entitle the transferor of such shares to receive notice of, attend or vote at any general meeting of the Company or meeting of the holders of shares of the same class and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or for the purposes of a written resolution of any member or class of members; and

7.10.4 there shall be no time limit within which the shares must be offered for sale.

7.11 **Mandatory transfer on change of control of shareholder**

If a member being a company ceases to be within the control (as such term is defined by Section 840 of the Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a member of the Company or on the date of adoption of these articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in its name; provided that this sub-article shall have no application to an Investor or any nominee of an Investor.

8. **PRE-EMPTION RIGHTS**

8.1 **Transfer notices**

Save as otherwise provided in these articles every member who desires to transfer any shares shall give to the Company notice in writing of such desire ("**Transfer Notice**"). Where the Transfer Notice is deemed to have been given it is referred to as a "**Deemed Transfer Notice**". Transfer Notices and Deemed Transfer Notices shall constitute the Company the agent of the member who desires to transfer the shares or the member the subject of the Deemed Transfer Notice (in either case the "**Vendor**") for the sale of the

shares specified therein (the "**Sale Shares**") in one or more lots at the discretion of the directors at the Sale Price.

8.2 **Calculation of the Sale Price**

The price for the shares being transferred (the "**Sale Price**") shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 21 days of the Transfer Notice being given or being deemed to have been given the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value thereof. In arriving at his opinion the Independent Expert will value the shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

8.3 **Restriction of Sale Price for certain transfers by Employee Members**

In the case of Compulsory Employee Transfers where the Employee Member is a Bad Leaver the Sale Price shall be restricted to a maximum of the original subscription price of the Sale Shares.

8.4 **Right of Vendor to reject partial sales**

A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition (a "**Total Transfer Condition**") that unless all the shares comprised therein are sold by the Company pursuant to this Article none shall be sold. Any such provision shall be binding on the Company.

8.5 **Certification of the Sale Price and right of Vendor to cancel**

If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. The Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Vendor cancels it in which case the Vendor shall bear the cost.

8.6 **Pre-emptive offers-general**

Once the Sale Price has been determined then unless the Vendor gives a valid notice of cancellation the Sale Shares shall be offered for sale as set out below. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares. If Sale Shares are being offered for sale under Articles 8.8 to 8.11 (inclusive) pursuant to a Deemed Transfer Notice as a result of the provisions of Article 7.10, none of the Sale Shares shall be offered for sale to the relevant Employee Member or that Employee Member's Privileged Relations or Family Trusts as referred to in Article 7.10.2, and the provisions of this Article 8 shall be construed accordingly.

8.7 **Preliminary offer to a "Warehouse"**

Any shares being sold by reason of a Compulsory Employee Transfer shall first be offered to an Employee Trust, or if there is no Employee Trust, the Company (the "**Warehouse**"). Any shares which the Warehouse does not acquire shall next be offered to Gurchait Chima and Gurnaik Chima and their Family Trusts pro-rata to their respective holdings of Ordinary Shares and 'B' Ordinary Shares (as if they constituted one class of share). Any

shares not sold under this sub-article within 21 days of such offer will be offered for sale to the members of the Company as set out below.

8.8 **First Offer**

As soon as Sale Shares become available they shall be forthwith offered for sale by the Company as follows:-

- 8.8.1 in the cases of A Ordinary Shares, to all holders of A Ordinary Shares (other than the Vendor) pro rata as nearly as may be to the respective numbers of A Ordinary Shares held by such members;
- 8.8.2 in the case of Ordinary Shares, to all holders of Ordinary Shares and B Ordinary Shares (other than the Vendor) (pari passu as if the same constituted one class of share) pro rata as nearly as may be to the respective numbers of Ordinary Shares and B Ordinary Shares held by such members;
- 8.8.3 in the case of B Ordinary Shares, to all holders of B Ordinary Shares and Ordinary Shares (other than the Vendor) (pari passu as if the same constituted one class of share) pro rata as nearly as may be to the respective numbers of B Ordinary Shares and Ordinary Shares held by such members.

Any offer made by the Company under this sub-article will invite the relevant members to state in writing the maximum number of the shares offered to them they wish to purchase and will remain open for twenty one days (the "**First Offer Period**").

8.9 **Second Offer**

If at the end of the First Offer Period there are any Sale Shares offered which have not been allocated the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them.

This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet the demand then the directors will allocate the Sale Shares pro rata nearly as may be in proportion to the number of Ordinary Shares, B Ordinary Shares or A Ordinary Shares (as the case may be held or deemed to be held by the relevant members. This further offer will remain open for a further period of twenty one days (the "**Second Offer Period**").

8.10 **Third Offer**

If at the end of the Second Offer Period there are any Sale Shares which have not been allocated the Company will offer such shares as follows:-

- 8.10.1 in the case of A Ordinary Shares, to all holders of B Ordinary Shares and Ordinary Shares (other than the Vendor if applicable) (pari passu as if the same constituted one class of share) pro rata as nearly as may be to the respective numbers of Ordinary Shares and B Ordinary Shares held by such members; and
- 8.10.2 in the case of Ordinary Shares and B Ordinary Shares, to all holders of A Ordinary Shares (other than the Vendor if applicable) pro rata as nearly as may be to the respective numbers of A Ordinary Shares held by such members.

The Company shall invite each such member to whom shares have been offered under this sub-article to state in writing within twenty-one days from the date of the relevant notice whether he is willing to purchase any of the Sale Shares so offered to him and if so

the maximum thereof which he is willing to purchase. This offer will remain open for a period of twenty-one days (the "**Third Offer Period**").

8.11 **Fourth Offer**

If at the end of the Third Offer Period there are any Sale Shares which have not been allocated the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be to the respective numbers of Ordinary Shares or A Ordinary Shares or B Ordinary Shares (as the case may be) then held by such members which offer shall remain open for a fourth period of twenty-one days.

Thereafter the Company shall continue to make offers on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him.

8.12 **Transfer procedure for pre-emptive offers**

If the Company finds a purchaser for all or any of the Sale Shares under the terms of this Article the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

8.13 **Transfers free of pre-emption**

If the Company does not find purchasers for all of the Sale Shares under the terms of this Article then (subject to such consent as is required pursuant to Article 6.2) the Vendor shall at any time within six months after the final offer by the Company to its members be free to sell and transfer such of the Sale Shares as have not been so sold to any person. However if the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all the shares and not part only.

8.14 **Effect of non-compliance**

Any purported transfer of shares otherwise than in accordance with the foregoing provisions of these articles shall be void and have no effect.

9. **TAG ALONG AND COME ALONG**

9.1 **Tag Along**

9.1.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company:-

- (a) by a company (other than a company to which the immediately following sub-article applies) or by a person or persons (other than a company) who are not Original Members unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the A Ordinary Shares, the B Ordinary Shares and all the Ordinary Shares at the Specified Price; or

- (b) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the then latest edition of the City Code on Take-Overs and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest.

9.1.2 For the purpose of Article 9.1 the expressions "**transfer**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment.

9.2 Come Along

9.2.1 If either:

- (a) the holders of 75% in nominal value of the A Ordinary Shares in issue for the time being and (for as long as either Gurchait Chima or Gurnaik Chima or either of their Privileged Relations or Family Trusts are shareholders of the Company) either one of Gurnaik Chima or Gurchait Chima; or
- (b) in circumstances where the Company is in a state of Material Underperformance (but provided that the rights set out in this article 9.2 shall only be valid for so long as such Material Underperformance subsists) the holders of 75% in nominal value of the A Ordinary Shares in issue for the time being

(the holders in (a) or (b) being in either case the "**Selling Shareholders**") wish to transfer all their interest in Equity Shares to a bona fide purchaser who is not already a member of the Company on an arm's length basis (the "**Third Party Purchaser**") the Selling Shareholders shall have the option (the "**Come Along Option**") to require all other holders of Equity Shares and Deferred Shares (the "**Called Shareholders**") to sell with full title guarantee and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 9.

9.2.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "**Come Along Notice**") at any time before the transfer of the shares of the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Equity Shares and Deferred Shares (the "**Called Shares**") pursuant to this Article 9.2.2, the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (specified in accordance with Article 9.2.4) and the proposed date of transfer ("**Completion**").

9.2.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.

9.2.4 The Called Shareholders shall be obliged to sell each of the Called Shares at the price attributed by the offer from the Third Party Purchaser for an Equity Share together with any consideration or benefit (whether cash or non-cash) received or receivable by the holders of the A Ordinary Shares and Deferred Shares directly or indirectly for or in connection with the sale of their shares.

9.2.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Equity

Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.

9.2.6 The rights of pre-emption set out in these articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Come Along Notice has been duly served.

9.2.7 If any holder of Equity Shares does not on completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him the Directors shall be irrevocably entitled to and shall authorise and instruct such person as they shall think fit to execute necessary transfer(s) on his behalf and against receipt by the Company (on trust for such member) of the purchase monies including any interest accrued thereon for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person.

9.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 9.

10. **VOTING**

10.1 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every Equity Share of which he is the holder. For the avoidance of doubt the holders of the Deferred Shares shall have no right to vote in respect of their holdings of such shares.

10.2 If any payment of principal or interest in respect of the Loan Notes is in arrears for more than three months and:-

10.2.1 the holders of 75% of the A Ordinary Shares have given written notice (on or after the expiry of such three month period) to the Company requiring payment of the principal and/or interest due on the Loan Notes within 14 days from the date of such notice; and

10.2.2 such 14 days' notice expires without either payment of the outstanding sums or the making of proposals in respect of such sums being proposals accepted in writing by the holders of not less than 75% of the A Ordinary Shares;

then the voting rights attaching to the A Ordinary Shares shall be amended with effect from the date of the written notice to the effect that on a poll each holder of A Ordinary Shares present in person or by proxy (or being a corporation) is present by a representative or by proxy shall have one hundred votes for every A ordinary share in the capital of the Company of which he is the holder until such time as such arrears of capital and interest under the Loan have been paid in full by the Company.

11. **APPOINTMENT OF DIRECTORS**

11.1 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

12. PROCEEDINGS OF DIRECTORS

- 12.1 Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the directors may be held by conference telephone or similar equipment as long as the participants can all hear each other.
- 12.2 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-
- 12.2.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
 - 12.2.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
 - 12.2.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
 - 12.2.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - 12.2.5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing paragraphs of this Article PROVIDED however that neither Gurnaik Chima nor Gurchait Chima (or an alternate for either of them) shall be entitled to attend or vote at, nor shall be counted in a quorum for, that part of any meeting of the directors at which any potential claim by the Company in relation to the Acquisition Agreement is discussed.
- 12.3 For the purposes of this Article:-
- 12.3.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
 - 12.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
 - 12.3.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 12.4 Notwithstanding any other provision of these articles, the conduct of any proceedings relating to any claim by the Company made under the terms of the Acquisition Agreement

shall be a matter for the board of directors save that neither Gurnaik Chima nor Gurchait Chima shall be entitled to be present at or participate in any discussions which relate to any claim or claims or potential claim or claims by the Company in respect of or relating to the acquisition of Bon Marché Holdings Limited made pursuant to the Acquisition Agreement or to vote on any matter relating thereto.

13. INVESTOR DIRECTOR

- 13.1 Notwithstanding any other provisions of these articles the Investors acting together shall be entitled to appoint as a director of the Company any person (herein referred to as the "**Investor Director**") and to remove from office any person so appointed and to appoint another person in his place. The remuneration and reasonable expenses to be paid to the Investor Director shall be payable by the Company. The remuneration payable to the Investor Director shall be £25,000 per annum (Index Linked). Upon request by the Investors acting together the Company shall also procure that the Investor Director be appointed a director to any subsidiary of the Company.
- 13.2 On any resolution to remove an Investor Director, the A Ordinary Shares shall carry out at least one vote in excess of 75 per cent of the votes exercisable at the general meeting at which such resolution is proposed.

14. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

15. WARRANTS

- 15.1 Subject to the provisions of the Act and with the prior written consent of the Investor Director, the Directors may with respect to fully paid up shares issue under seal share warrants to bearer stating that the bearer is entitled to the shares therein specified and may provide, by coupons or otherwise, for the payment of future dividends or for any other right arising on the shares included in such warrants.
- 15.2 All shares represented by warrants shall be transferable by delivery of the warrants relating thereto.
- 15.3 The Directors may determine, and from time to time vary with the prior written consent of the Investor Director, the conditions upon which share warrants may be issued and in particular upon which a new share warrant or coupon will be issued in place of one worn out, defaced or destroyed and upon which the bearer of the share warrant to be issued shall be entitled to attend and vote at general meetings provided that no new share warrant shall be issued unless the Directors are satisfied beyond reasonable doubt that the original warrant has been destroyed.
- 15.4 Subject to the provisions of these Articles and of the Act, the bearer of share warrants shall be deemed to be a member of the Company to the fullest extent and shall be subject to the conditions relevant thereto in force from time to time. Any provisions of these

Articles which are expressed to apply to registered members only shall not apply to the bearer of a share warrant or warrants.

- 15.5 The holder of the share warrant shall from a time commencing 6 months from its issue be entitled to be registered as a member in respect of the share or shares specified in the share warrant.

16. ADDRESS FOR SERVICE OF NOTICES ON BEARER OF SHARE WARRANTS

- 16.1 In case of a bearer of a share warrant who gives to the Company (1) an address within or outside the United Kingdom at which notices may be given to him, or (2) the name and address of any lawyer or notary appointed to receive notice on behalf of the holder, the Company, shall give notice given to him at that address (or give notice to that lawyer or notary), but otherwise no such bearer shall be entitled to receive any notice from the Company. The Company may give notice to the bearer of a share warrant either personally or by sending it by post in a prepaid envelope addressed (1) to the holder at the address given by the bearer to the Company, or (2) to that lawyer or notary.

- 16.2 Where notice is given to the Company that a lawyer or notary has been so appointed the Company is entitled to assume that such lawyer or notary is authorised to receive notice on behalf of the holder from time to time until it receives notice in writing from that lawyer or notary or from the then holder to the contrary.

17. CAPITALISATION OF PROFITS

- 17.1 The Directors may with the authority of an ordinary resolution of the Company and with the prior written consent of the Investor Director resolve to capitalise any undivided profits of the Company (whether or not they are available for distribution) but not including any sum standing to the credit of the Company's share premium account or capital redemption reserve or other reserve or fund.

- 17.2 The Directors may appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend in such proportions and amounts as the Directors consider fit, subject to the Investor Director's prior written consent and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other.

- 17.3 With respect to any bonus issue, the Directors may make subject to the Investor Director's prior written consent such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this Article in fractions, and may authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.